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**SUBSTITUTE TRUSTEES' SALE
OF UNIMPROVED PARCELS OF LAND ON
FACCHINA PLACE (TAX ID #14-1640366) AND
11415 OLD PROSPECT HILL ROAD (TAX ID#14-1627298)
GLENN DALE, MD 20769**

Under a power of sale contained in a certain Deed of Trust, Assignment and Security Agreement from KB Kyle Land, LLC dated May 25, 2005 and recorded in Liber 22155, folio 664 ("Deed of Trust") among the Land Records of Prince George's County, MD (Case No. CAE-10-11746) default having occurred under the terms thereof, and at the request of the party secured thereby (the "Secured Party"), the Substitute Trustees will sell at public auction at the Circuit Court for Prince George's Co., 14735 Main Street, Upper Marlboro, MD, Duval Wing entrance, located on Main St., on

JUNE 14, 2010 AT 11:40 AM

ALL THOSE FEE-SIMPLE LOTS OF GROUND and the improvements, if any, situated in Prince George's County, MD, described below and more fully described in the Deed of Trust (hereinafter collectively referred to as the "Property"):

Parcel One: Part of Lot 2, containing 5.86+/- acres, as shown on a Plat entitled Lots 1 and 2, Kyle's Addition to Glenn Dale, which plat is recorded in the Land Records of Prince George's County in Liber 111, Page 16, bearing Tax ID# 14-1640366; and

Parcel Two: Containing 4.31+/- acres, shown on Tax Map 36 as Parcel 120, having a street address of 11415 Old Prospect Hill Road, Glenn Dale, MD and bearing Tax ID# 14-1627298).

The Property and improvements, if any, will be sold in an "AS IS" condition and subject to existing building, zoning, and/or environmental violations affecting the same, if any, and with no warranty either expressed or implied as to the description or the condition of the Property or improvements. The Property will also be sold subject to any and all conditions, restrictions, covenants, right of ways, agreements and other matters of record affecting the same, if any.

Terms of Sale: The Substitute Trustees reserve the unqualified right to reject any and all bids and to withdraw the Property at any time before sale. If any dispute arises among the bidders, the Trustees shall have the sole, absolute and subjective discretion either to determine the successful bidder or to reoffer and resell the Property. A deposit of \$30,000 in the form of certified check, cashier's check or money order, at the time of sale will be required of all purchasers other than the Secured Party or its affiliate. The deposit must be increased to 10% of the purchase price within 2 business days following the sale at the office of the Auctioneer. The balance of the purchase price is to be paid in immediately available funds, within ten (10) business days after the final ratification of sale by the Circuit Court for Prince George's County. If payment of the balance does not take place within ten (10) business days after ratification, the deposit will be forfeited and the Property will be resold at the risk and expense of the defaulting purchaser. The defaulting purchaser shall not be entitled to any surplus proceeds or profits resulting from

any resale of the Property. In the event the Property is purchased by someone other than the Secured Party or its affiliate, interest shall be paid on the unpaid purchase money at the rate pursuant to the Promissory Note secured by the Deed of Trust from the date of sale to the date of settlement. In the event the settlement is delayed for any reason and the Property is purchased by someone other than the Secured Party or its affiliate, there shall be no abatement of interest caused by the delay. All state and local real estate taxes, water, sewer, and other municipal or public charges on the Property, along with any regular or special assessments on the Property, ground rent, and/or homeowners association dues, if applicable, to be adjusted to the date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, recordation taxes and transfer taxes, including agricultural land transfer taxes, shall be borne by the purchaser. Purchaser agrees to pay \$500.00 at settlement to the Seller's attorney for review of the settlement documents and an additional fee of \$750.00 for review of any motion which may be subsequently filed with the Court to substitute a purchaser herein.

Neither the Substitute Trustees, the Secured Party, nor any other party makes any warranty or representation of any kind or nature regarding the physical condition of, the description of, the development rights thereto, or title to the Property. The purchaser at the foreclosure sale shall assume the risk of loss for the Property immediately after the sale. The Substitute Trustees do not guarantee or covenant to deliver or in any way obtain possession of the Property for any purchaser; rather, purchaser shall be responsible for obtaining physical possession of the Property.

If the Substitute Trustees are unable to convey insurable or marketable title to the Property as described above, or if the sale is not ratified for any reason, the purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest. Upon refund of the deposit to purchaser, the sale shall be void and of no effect, and the purchaser shall have no further claims against the Property, Substitute Trustees or the Secured Party. The conveyance of the Property by the Substitute Trustees to the purchaser at settlement shall be by Trustees' Deed without covenant or warranty.

The purchaser is responsible for, and the Property is sold subject to, any environmental matter or condition, whether latent or observable, if any, that may exist at or affect or relate to the Property and to any governmental requirements affecting the same. **TIME IS OF THE ESSENCE FOR THE PURCHASER.**

The contract of sale between the Substitute Trustees, as sellers, and the purchaser (the "Contract of Sale") shall include, by reference, all the terms and conditions contained herein, specifically including, but not limited to, the following provisions: "Purchaser agrees and represents that the purchaser is purchasing the Property subject to all matters known and unknown, in "AS IS, WHERE IS" condition. In executing and delivering the Contract of Sale, purchaser has not relied upon nor been induced by any statements or representations of any person, including the Substitute Trustees, the Secured Party, or an affiliate or their respective servicers, heirs, personal and legal representatives, agents, employees, successors and assigns (collectively, "Released Parties"), in respect of the condition of the Property, including the environmental condition of the Property, unless such representations or statements are specifically set forth in the Contract of Sale. Purchaser has not relied on anything in the foreclosure advertisement, but rather has relied solely on such investigations, examinations or inspections of the Property as purchaser has made. Purchaser waives and releases the Released Parties from any and all claims the purchaser or its successors and assigns may have now or in the future may have relating to the condition of the Property. Purchaser acknowledges and agrees that this provision was a negotiated part of the Contract of Sale and serves as an essential

component of consideration for the same. The parties specifically acknowledge and agree that this clause bars all claims by purchaser against Released Parties, arising from the condition of or releases from the Property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and all other actions pursuant to federal, state or local laws, ordinances or regulations for any environmental condition of or releases from the Property. Further, purchaser agrees to indemnify Substitute Trustees for any liability he may have to any third party for an environmental condition of the Property. Notwithstanding the parties' intent that this clause bars all such claims, should a court of competent jurisdiction deem otherwise, purchaser agrees that the presence of this clause should serve as the overwhelming, primary factor in any equitable apportionment of response costs under applicable federal, state or local laws, ordinances, or regulations."

Note: The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Auctioneer, the Substitute Trustees and the Secured Party do not make any representations or warranties with respect to the accuracy of the information contained herein. Prospective purchasers are urged to make their own inspection.

Curtis C. Coon, David H. Cole, Substitute Trustees

ALEX COOPER AUCTS., INC.
908 YORK RD., TOWSON, MD 21204
410-828-4838

ENQUIRER GAZETTE - DOUBLE COLUMN AD – MAY 27, JUNE 3 & 10
dm(Property 2)